

JUDGE SCHOFIELD

13 CV 9179

Anthony J. Pruzinsky
James A. Saville, Jr.

HILL RIVKINS LLP
Attorneys for Plaintiff
Allianz Saudi Fransi Cooperative Ins. Co.

45 Broadway, Suite 1500
New York, New York, 10006

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ALLIANZ SAUDI FRANSI COOPERATIVE :
INSURANCE CO., :
:

Plaintiff, :

- v - :

13 cv _____ ()

M/V STX FLAMINGO, her engines, boilers, etc. :
in rem; GULF AMERICAN LINES, INC.; :
LIBERTY GLOBAL LOGISTICS LLC, and :
POS MARITIME CB, S.A.; :

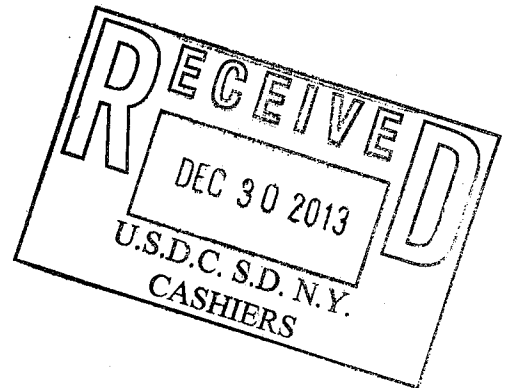
COMPLAINT

Defendants. :
-----X

Plaintiff, Allianz Saudi Fransi Cooperative Insurance Co., by and through its attorneys,
HILL RIVKINS LLP, complaining against the above-named defendants alleges upon
information and belief as follows:

PARTIES

1. At and during all material times herein after mentioned, plaintiff Allianz Saudi Fransi Cooperative Ins. Co. ("Allianz SF"), was and now is a corporation organized and existing by virtue of foreign law with an office and principal place of business in the Kingdom of Saudi Arabia and was the cargo insurer of the subject shipment. Subject to the terms and conditions of the applicable insurance policy, Allianz SF has reimbursed its insured, Arabian Air-Conditioning



Company Ltd., the owner of the subject shipment, and by virtue of said payment has become subrogated to the rights of its insured, however those rights may appear.

2. At and during all material times herein after mentioned, defendant Gulf American Lines, Inc. ("GAL") was and now is a corporation or other business entity organized and existing under the laws of New Jersey with an office and principal place of business at 330 Snyder Avenue, Berkley Heights, New Jersey 07922 and was and now is a common carrier of goods for hire and owned, managed, chartered and/or controlled the M/V STX FLAMINGO which is or will be within the jurisdiction of this Honorable Court during the pendency of this action.

3. At and during all material times herein after mentioned, defendant Liberty Global Logistics LLC was and now is a corporation or other business entity organized and existing under the laws of Delaware with an office and principal place of business at 1979 Marcus Avenue, Suite 200, Lake Success, New York 11042 and was and now is a common carrier of goods for hire and owned, managed, chartered and/or controlled the M/V STX FLAMINGO which is or will be within the jurisdiction of this Honorable Court during the pendency of this action.

4. At and during all material times herein after mentioned, defendant POS Maritime CB, S.A. was and now is a corporation or other business entity organized and existing under foreign law with an office and principal place of business at c/o STX Pan Ocean Co Ltd., STX Namsan Tower, 631, Namdaemun-no 5-ga, Jung-gu, Seoul, 100-958, South Korea and was and now is a common carrier of goods for hire and owned, managed, chartered and/or controlled the M/V STX FLAMINGO which is or will be within the jurisdiction of this Honorable Court during the pendency of this action.

JURISDICTION

5. This is an admiralty and maritime claim with the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and this Honorable Court has subject matter jurisdiction pursuant to 28 U.S.C. §1333.

THE MARITIME CLAIM

6. In or about December 2012, there was delivered to defendants in good order and condition a shipment of air conditioning machinery (the "Shipment") suitable in all respects for the intended carriage which defendants received, accepted and agreed to transport for certain consideration from Jacksonville, Florida to Jeddah, Saudi Arabia aboard the M/V STX FLAMINGO.

7. En route to Jeddah, the Shipment was damaged.

8. By reason of the premises, defendants were reckless, negligent and careless in their handling of the Shipment, violated their duties and obligations as a common carriers and bailees of the cargo and were otherwise at fault.

9. Plaintiff was the shipper, consignee, owner or insurer of the Shipment and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the said shipment, including subrogated underwriters and its insured, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

10. Plaintiff has duly performed all duties and obligation on its part to be performed.

11. By reason of the premise, Plaintiff has sustained damages as nearly as same can now be estimated in an amount in excess of \$3,000,000.


WHEREFORE, Plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against the Defendant.
2. That if the Defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in this Complaint, with interest and costs.
3. That a decree may be entered in favor of Plaintiff against Defendants the amount of Plaintiff's damages, together with interest and costs.
4. Plaintiff further prays for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: New York, New York
December 30, 2013

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff
Allianz Saudi Fransi Cooperative Insurance Co.

By: _____


Anthony J. Pruzinsky
James A. Saville, Jr.

45 Broadway, Suite 1500
New York, New York 10006
(212) 669-0600

31590/COMPLAINT